

FULBRIGHT & JAWORSKI L.L.P.

A REGISTERED LIMITED LIABILITY PARTNERSHIP

1301 MCKINNEY, SUITE 5100

HOUSTON, TEXAS 77010-3095

WWW.FULBRIGHT.COM

RECORDATION NO. 18982-E FILED

OCT 22 '03

1-52 PM

SURFACE TRANSPORTATION BOARD

NBIANCHI@FULBRIGHT.COM
DIRECT DIAL: (713) 651-5114

TELEPHONE: (713) 651-5151
FACSIMILE: (713) 651-5246

October 15, 2003

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two original copies of **Lease Supplement No. 5** (Solvay Polymers Equipment Trust 1994) dated as of July 10, 2003, a secondary document as defined in the Board's Rules for Recordation of Documents.

The enclosed document relates to the Solvay Polymers Equipment Trust 1994 documents which were previously filed with the Board under Recordation Number 18982.

The names and addresses of the parties to the enclosed document are:

Lessor	Wilmington Trust Company Rodney Square North 1100 N. Market Street Wilmington, Delaware 199890-0001 Attention: Corporate Trust Administration
Lessee	BP Solvay Polyethylene North America 3333 Richmond Avenue Houston, TX 77098

A description of the railroad equipment covered by the enclosed document is:

459 Center Flow® covered hopper railcars of 5,800 cubic foot capacity bearing ELTX reporting marks and road numbers 3000 to 3160, 3162 to 3212, 3214 to 3305, 3307 to 3335, 3337 to 3416, 3418 to 3463.

45370935.1/10304885 (ELTX 3306 and 3417)

AUSTIN • DALLAS • HONG KONG • HOUSTON • LONDON • LOS ANGELES • MINNEAPOLIS • MUNICH • NEW YORK • SAN ANTONIO • WASHINGTON DC

Mr. Vernon A. Williams
October 15, 2003
Page 2

A short summary of the document to appear in the index follows:

This document removes railcars ELTX 3306 and 3417 from the Equipment Lease Agreement dated as of June 1, 1994, as amended, due to the destruction of railcars ELTX 3306 and 3417 in casualty events on September 19, 2001 and December 12, 2001, respectively.

Kindly return a stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script that reads "Nina Bianchi Skinner".

Nina Bianchi Skinner

NBS/ak
Enclosures

LEASE SUPPLEMENT NO. 5

(Solvay Polymers Equipment Trust 1994)

Dated as of July 10, 2003

RECORDATION NO. 18982-E FILED

OCT 22 '03 1-52 PM

SURFACE TRANSPORTATION BOARD

Between

WILMINGTON TRUST COMPANY,
not in its individual capacity, except as otherwise expressly
provided for in the Lease, but solely as trustee under the
Trust Agreement (Solvay Polymers Equipment Trust 1994)
dated as of June 1, 1994, between the Owner Participant and
Wilmington Trust Company in its individual capacity
Lessor

and

BP SOLVAY POLYETHYLENE NORTH AMERICA
Lessee

ELTX 3306 and 3417

FILED WITH THE UNITED STATES SURFACE TRANSPORTATION BOARD
PURSUANT TO 49 U.S.C. SECTION 11301 ON OCTOBER __, 2003, AT __:__.M.
UNDER RECORDATION NUMBER 18899-__ AND DEPOSITED WITH THE OFFICE OF
THE REGISTRAR GENERAL OF CANADA PURSUANT TO SECTION 105 OF THE
CANADA TRANSPORTATION ACT ON OCTOBER __, 2003, AT __:__.M.

LEASE SUPPLEMENT NO. 5
(Solvay Polymers Equipment Trust 1994)

THIS LEASE SUPPLEMENT NO.5 dated as of July 10, 2003 (this "Lease Supplement"), is entered into between WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity, except as otherwise expressly provided for in the Lease, but solely as trustee under the Trust Agreement (Solvay Polymers Equipment Trust 1994) dated as of June 1, 1994, between the Owner Participant and Wilmington Trust Company in its individual capacity ("Owner Trustee"), and BP SOLVAY POLYETHYLENE NORTH AMERICA, a Delaware general partnership, as successor in interest to Solvay Polymers, Inc. and as lessee ("Lessee").

A. Lessor and Lessee have heretofore entered into the Lease to which this Lease Supplement is a supplement.

B. The Lease provides for the execution and delivery of a Lease Supplement for the purposes set forth in Section 28(c) thereof.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein and in the Lease, the parties hereto agree as follows:

1. Capitalized terms used but not otherwise defined herein (including those used in the foregoing recitals) shall have the meanings specified in Schedule X to the Participation Agreement dated as of June 1, 1994, among Manufacturers Hanover Leasing International Corp. ("Owner Participant"), as successor in interest to J.P. Morgan Interfunding Corp., Wilmington Trust Company, as Owner Trustee, Lessee and others, as such Schedule X existed on the Closing Date and as such Schedule X shall have been amended to and including the date hereof, which Schedule X shall for all purposes constitute a part of this Lease Supplement.

2. An Event of Loss occurred with respect to the equipment described in Schedule I to this Lease Supplement (the "Lost Equipment"). Lessor acknowledges that, pursuant to Section 28(a)(i) of the Lease, Lessee paid the amount of \$109,138.98 on January 14, 2003, as the Stipulated Loss Value of the Lost Equipment and has otherwise fulfilled its SLV Obligations with respect thereto.

3. Lessor and Lessee agree that, effective as of January 14, 2003:

- (i) all right, title and interest of Lessor in and to the Lost Equipment is assigned, sold and transferred to Lessee (subject, in all respects, to the provisions of the Bill of Sale of even date herewith with respect to the Lost Equipment);
- (ii) the Lost Equipment is released and discharged from the provisions of the Lease;

- (iii) Lessee has no further obligation to pay any Rent with respect to the Lost Equipment;
- (iv) Schedule II hereto sets forth revised Basic Rent Factors and Basic Rent amounts (in United States dollars) for the remaining Equipment covered under the Lease.

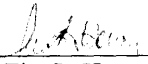
4. This Lease Supplement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

5. This Lease Supplement constitutes a supplement to, and a part of, the Lease, and the Lease, as hereby supplemented, remains in full force and effect.

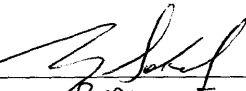
6. This Lease Supplement shall in all respects be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law.

IN WITNESS WHEREOF, the parties hereto have each caused this Lease Supplement to be executed and delivered as of the date first above written.

WILMINGTON TRUST COMPANY,
not in its individual capacity, except as otherwise
expressly provided for in the Lease, but solely as
Owner Trustee

By: 
Name: Tira L. Henry
Title: Financial Services Officer

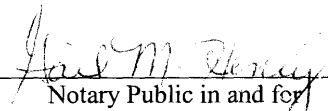
BP SOLVAY POLYETHYLENE NORTH AMERICA

By: 
Name: ROBERT SOKOL
Title: VP FINANCE

SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT

STATE OF DELAWARE §
 §
COUNTY OF NEWCASTLE §

This instrument was acknowledged before me on ~~May~~ ^{July} 10, 2003, by Tira L. Henry, the Financial Services Officer of WILMINGTON TRUST COMPANY, a Delaware banking corporation.



Notary Public in and for
the State of Delaware

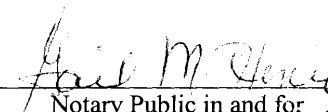
My Commission Expires:

GAIL M. HENRY
NOTARY PUBLIC-DELAWARE
My Commission Expires October 20, 2004

REGISTRAR GENERAL ACKNOWLEDGMENT

STATE OF DELAWARE §
 §
COUNTY OF NEWCASTLE §

On this ~~10th~~ ^{July} day of ~~May~~, 2003, before me personally appeared Tira L. Henry, to me personally known, being by me duly sworn, says that she is the Financial Services Officer of WILMINGTON TRUST COMPANY, a Delaware banking corporation (the "Corporation"), and that the said instrument attached hereto was signed on behalf of the Corporation under the authority of the board of directors on ~~May~~ ^{July} 10, 2003, and he acknowledged that the execution of the said instrument was the act and deed of the Corporation.



Notary Public in and for
the State of Delaware

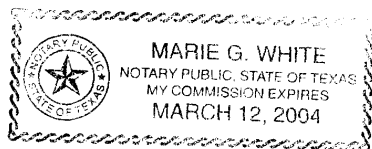
My Commission Expires:

GAIL M. HENRY
NOTARY PUBLIC-DELAWARE
My Commission Expires October 20, 2004

SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on June 23, 2003, by Robert Sokol, the VP - Finance of BP SOLVAY POLYETHYLENE NORTH AMERICA, a Delaware general partnership.

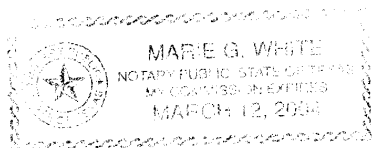


Marie G. White
Notary Public in and for
the State of Texas

REGISTRAR GENERAL ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 23 day of June, 2003, before me personally appeared Robert Sokol, to me personally known, being by me duly sworn, says that he is the VP - Finance of BP SOLVAY POLYETHYLENE NORTH AMERICA, a Delaware general partnership (the "Partnership"), and that the said instrument attached hereto was signed on behalf of the Partnership under the authority of the board of directors on June 23, 2003, and he acknowledged that the execution of the said instrument was the act and deed of the Partnership.



Marie G. White
Notary Public in and for
the State of Texas

LOST EQUIPMENT

SCHEDULE I

Description of the Lost Equipment:

Two Center Flow® covered hopper railcars of 5,711 cubic foot capacity, initialed ELTX and numbered 3306 and 3417, respectively, together with all parts, appurtenances and other equipment or property attached to said units of railroad equipment.

BASIC RENT FACTORS AND
BASIC RENT AMOUNTS

SCHEDULE II

REVISED BASIC RENT FACTORS AND RENT AMOUNTS
(Solvay Polymers Equipment Trust 1994)

\$25,244,844.81 : Original Equip. Cost (459 Remaining Cars)

464 : Original Car Count

459 : Revised Car Count Less: ELTX 3161, 3213, 3336, 3306 & 3417

Rental Date	No.	Total Rent (%)	Advance Rent (%)	Total Rent (\$)	Advance Rent (\$)
Jan 14 2003	17	4.44666621%	4.44666621%	\$1,122,553.98	\$1,122,553.98
Jul 14 2003	18	2.43835222%	2.43835222%	\$615,558.23	\$615,558.23
Jan 14 2004	19	4.49219824%	4.49219824%	\$1,134,048.47	\$1,134,048.47
Jul 14 2004	20	2.39282019%	2.39282019%	\$604,063.74	\$604,063.74
Jan 14 2005	21	5.98929689%	5.98929689%	\$1,511,988.71	\$1,511,988.71
Jul 14 2005	22	2.28851967%	2.28851967%	\$577,733.24	\$577,733.24
Jan 14 2006	23	6.72284460%	6.72284460%	\$1,697,171.69	\$1,697,171.69
Jul 14 2006	24	1.69217792%	1.69217792%	\$427,187.69	\$427,187.69
Jan 14 2007	25	6.84922766%	6.84922766%	\$1,729,076.89	\$1,729,076.89
Jul 14 2007	26	1.56579486%	1.56579486%	\$395,282.48	\$395,282.48
Jan 14 2008	27	6.97659928%	6.97659928%	\$1,761,231.66	\$1,761,231.66
Jul 14 2008	28	1.43842324%	1.43842324%	\$363,127.71	\$363,127.71
Jan 14 2009	29	2.57139793%	2.57139793%	\$649,145.42	\$649,145.42
Jul 14 2009	30	5.84362460%	5.84362460%	\$1,475,213.96	\$1,475,213.96
Jan 14 2010	31	7.43297274%	7.43297274%	\$1,876,442.43	\$1,876,442.43
Jul 14 2010	32	0.98204978%	0.98204978%	\$247,916.94	\$247,916.94
Jan 14 2011	33	7.69267389%	7.69267389%	\$1,942,003.59	\$1,942,003.59
Jul 14 2011	34	0.72234863%	0.72234863%	\$182,355.79	\$182,355.79
Jan 14 2012	35	7.97328514%	7.97328514%	\$2,012,843.46	\$2,012,843.46
Jul 14 2012	36	0.44173739%	0.44173739%	\$111,515.92	\$111,515.92
Jan 14 2013	37	8.27649007%	8.27649007%	\$2,089,387.07	\$2,089,387.07
Jul 14 2013	38	0.13853246%	0.13853246%	\$34,972.30	\$34,972.30
Jan 14 2014	39	3.70805715%	3.70805715%	\$936,093.27	\$936,093.27
Jul 14 2014	40	4.70696537%	4.70696537%	\$1,188,266.10	\$1,188,266.10
Jan 14 2015	41	0.00039185%	0.00039185%	\$98.92	\$98.92
Jul 14 2015	42	8.41463067%	8.41463067%	\$2,124,260.45	\$2,124,260.45
Jan 14 2016	43	0.00039185%	0.00039185%	\$98.92	\$98.92
Jul 14 2016	44	8.41463067%	8.41463067%	\$2,124,260.45	\$2,124,260.45
Jan 14 2017	45	4.20751126%	4.20751126%	\$1,062,179.69	\$1,062,179.69